

1
2
3 BILL NO. S-75-08- 49

4 SPECIAL ORDINANCE NO. S- 177-75

5 AN ORDINANCE approving a contract with CONTINENTAL
6 CONSTRUCTION for work on West Rudisill Boulevard
7 for Resolution No. 5698-1975

8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
9 WAYNE, INDIANA:

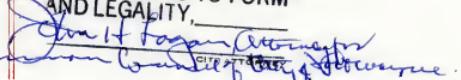
10 SECTION 1. That the contract between the City of Fort Wayne, by
11 and through its Mayor and the Board of Public Works and CONTINENTAL CON-
12 STRUCTURE CO., INC., for:

13 Improvement of curbs, wingwalks, and drainage structures on
14 Rudisill Boulevard from the west curb line of Harrison Street
15 to the east curb line of Broadway
16 for a total cost of \$159,926.70, all as more particularly set forth in said contract
17 which is on file in the Office of the Board of Public Works, is by reference in-
18 corporated herein, made a part hereof and is hereby in all things ratified, con-
19 firmed and approved.

20 SECTION 2. This Ordinance shall be in full force and effect from
21 and after its passage and approval by the Mayor.
22

23 
24 Councilman

25
26
27
28
29
30
31
32
33
34
35
APPROVED AS TO FORM
AND LEGALITY,


John H. Flynn, Attorney
Common Council of the City of Fort Wayne.

Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197_____, at _____ o'clock P.M., E.S.T.

Date: 8-26-75

Charles W. Minterman
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage.
Passed ~~(lost)~~ by the following vote:

TOTAL VOTES	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
BURNS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
HINGA	<input checked="" type="checkbox"/>	_____	_____	_____	_____
KRAUS	<input checked="" type="checkbox"/>	_____	_____	_____	_____
MOSES	<input checked="" type="checkbox"/>	_____	_____	_____	_____
NUCKOLS	_____	_____	_____	<input checked="" type="checkbox"/>	_____
SCHMIDT, D.	<input checked="" type="checkbox"/>	_____	_____	_____	_____
SCHMIDT, V.	<input checked="" type="checkbox"/>	_____	_____	_____	_____
STIER	<input checked="" type="checkbox"/>	_____	_____	_____	_____
TALARICO	<input checked="" type="checkbox"/>	_____	_____	_____	_____

DATE: 9-9-75

Charles W. Minterman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. S-177-75 on the 9th day of September, 1975.

ATTEST: (SEAL)

Charles W. Minterman
CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of September, 1975, at the hour of 10:00 o'clock A.M., E.S.T.

Charles W. Minterman
CITY CLERK

Approved and signed by me this 11th day of September, 1975, at the hour of 3:00 o'clock P.M., E.S.T.

John F. Tracy
MAYOR

Bill No. S-75-08-49

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract with CONTINENTAL CONSTRUCTION for work on West
Rudisill Boulevard for Resolution No. 5698-1975

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

Eugene Kraus, Jr. - Vice-Chairman

William Hinga

John Huckols

Donald J. Schmidt

W. C. Moses Jr.
Eugene Kraus, Jr.
William T. Hinga
John Huckols
D. J. Schmidt

9-9-75 CONCURRED IN
DATE CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE
board of public works

July 29, 1975

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

Pursuant to petition received and Board's awareness of the need for curbing and wingwalks on West Rudisill Boulevard, the Board has received bids and awarded contract for combination curb and gutter, as requested by property owners, to Continental Construction in amount of \$159,926.70.

The low bidder, A.M. Tilbury, Inc., asked to be relieved of responsibility because of a misinterpretation of an item in the bid documents. Since holding him to his bid would have caused him serious financial problems, the Board granted his request. (See attached)

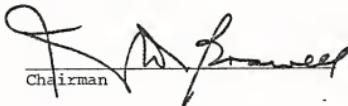
The property owners are pressing the Board for immediate improvement and the contractor is prepared to start the work.

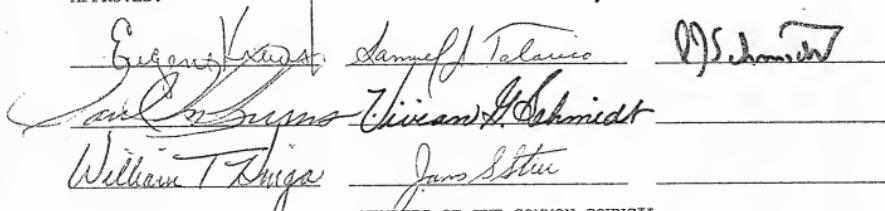
The Board, therefore, requests "Prior Approval" of contract award. Contract and bond will be submitted for formal approval as soon as documents are written and executed.

Very truly yours,

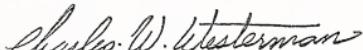
BOARD OF PUBLIC WORKS

fab/
cc: Mayor
Attachments
APPROVED:


Chairman


MEMBERS OF THE COMMON COUNCIL

ATTEST:


Charles W. Westerman
City Clerk

AN EQUAL OPPORTUNITY EMPLOYER

A. M. TILBURY, INC.

CONSTRUCTION

1300 LEESBURG ROAD

FORT WAYNE, INDIANA 46808

PHONE (219) 432-9464



July 24, 1975

The Board of Public Works
City of Fort Wayne
Fort Wayne, Indiana

Re: Resolution 5698-1975

Gentlemen:

In our letter to you dated July 23, 1975, we requested additional monies to be added to our Base Bid on the above, to cover costs of the "curb removal".

If this additional amount can not be awarded to us, we are begging the Board's pardon for our misinterpretation of this item on the Bid Documents and respectfully request the return of our Bid and Bond at your earliest convenience.

Yours very truly,

A. M. TILBURY, INC.

Arthur M. Tilbury
A. M. TILBURY,
PRESIDENT

AMT/rs

A. M. TILBURY, INC.

CONSTRUCTION

LEESBURG ROAD

PORT WAYNE, INDIANA 46808

PHONE 219-442-3384

JULY 24, 1975

July 24, 1975

A. M. Tilbury, Inc.
Public Works
1300 Leesburg Road
Port Wayne, Indiana 46808

Subject: Bids on Resolution 5698-1975
Rudisill Blvd. Curbing

Pursuant to your letter to the Board of Public Works requesting you be allowed to withdraw your low bid on subject project due to misinterpretation of item in bid documents involving curb removal, the Board agrees to relieve you of responsibility".

Enclosed herewith is your bid and bond. We ask that you be more careful in the future and suggest you contact the Engineering Department for clarification of questionable items on bid documents.

In return of our Bid and Bond at your earliest convenience.

Very truly yours,

Yours very truly,

A. M. TILBURY, INC.

A. M. Tilbury
A. M. TILBURY,
PRESIDENT

Attn:

BOARD OF PUBLIC WORKS

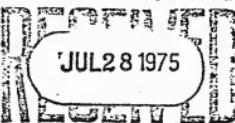
Carl E O'Neal

Patricia Hale

nlj/
Enclosure. 1

Rudisill Concerned Citizens Association, Inc.

BOARD OF PUBLIC WORKS



July 25, 1975

Mrs. Betty Lou Nault
Board of Works
City County Bldg.
Ft. Wayne, Indiana

Dear Mrs. Nault,

The Board of Directors of the Rudisill Association reviewed the two proposals for curbing design furnished by the Board of Works and selected and adopted the new combination curb and gutter.

This design, we feel would be most serviceable, durable and requiring the least maintenance. We therefore request that the Board of Works adopt this design for the pending Rudisill Blvd improvement program.

Cordially,

Patricia R. Wuehlner
Patricia R. Wuehlner, Pres.
Rudisill Association (RCCA)

PROJECT

From John W. D.
Dentist

BID ANALYSIS SHEET

COMMUNICATION LOSS AND GUTTER

OFFICE OF CITY ENGINEER

FORT WAYNE INDIANA

1990-1991

CONTRACTORS

STREETS — ALLEYS — SIDEWALKS		ESTIMA QUAN UNIT	EXTEN MATERIAL	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	
QUAN UNIT												
13,300	1/15	NEW 16" CONCRETE CIRC. AND 32" IN PLATE	8.00	106,900.00	5.00	60,500.00	7.10	98,420.00	7.50	99,750.00	8.00	100,900.00
1,200	Sq.yds.	SIDEWALKS & STONEWALL	5.00	6,000.00	3.15	3,180.00	4.00	4,860.00	1.35	1,020.00	4.00	4,800.00
11,548	Sq. FT.	NEW CICADA WALK	1.50	17,352.00	1.90	16,195.20	1.70	16,195.20	1.60	18,500.80		
3,000	Sq. FT.	NEW STANCHION WALK	1.30	4,680.00	1.25	4,500.00	1.30	4,680.00	1.10	3,700.00	1.20	4,320.00
288	Sq.yds.	9" CONCRETE	12.00	3,156.00	28.00	8,064.00	18.00	5,184.00	18.00	5,184.00	16.00	4,608.00
4,433	Sq.yds.	MULCH, SODDIN' & FERTILIZ	21.00	6,206.25	0.50	3,216.50	1.00	4,433.00	0.75	3,324.75	0.60	2,654.80
673	TONS	TOP SOIL	8.00	5,384.00	5.00	3,365.00	6.50	4,374.50	5.00	3,365.00	10.00	6,730.00
40	Sq.yds.	PRIVATE LINE-EDGED PAVING	16-13.50	540.00	15.50	620.00	15.75	630.00	12.25	440.00	20.00	800.00
400	Sq.yds.	DRIVEWAY PAVING TO BE REMOVED AND REPAVED	12.00	4,800.00	23.00	9,200.00	17.50	7,000.00	16.50	6,600.00	22.00	8,800.00
Σ: A TOTAL				159,818.00	114,440.00		145,176.00		143,380.00		157,626.00	

Part I

15

CITY PAID
SUBJECT TO COUNCILMANIC APPROVAL
Preliminary Meeting _____
Ratification _____

CONTRACT

This Agreement, made and entered into this _____ day of _____, 19____

by and between _____

-----CONTINENTAL CONSTRUCTION CO., INC.-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, herein-after called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-prove Res. No. 5698-1975: For improvement of curbs, wingwalks, and drainage

structures on Rudisill Boulevard from the west curb line of Harrison Street to
the east curb line of Broadway.

by grading and paving the roadway to a width of _____ feet with _____

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-ment Resolution No. 5698-1975 and at the following prices per square yard

at the following prices:

New 18" combination curb and gutter in place	Seven dollars and forty cents, per lineal foot	7.40
Sidewalk removal	Four dollars and five cents, per square yard	4.05
New curbface walk	One dollar and forty cents, per square foot	1.40
New standard walk	One dollar and thirty cents, per square foot	1.30
9" concrete	Eighteen dollars and no cents, per square yard	18.00
Mulch, seeding, & fertilizer	One dollar and no cents, per square yard	1.00
Top soil	Six dollars and fifty cents, per ton	6.50
Private walk to be	Fifteen dollars and seventy	15.75

at the following prices:

New 18" combination curb and gutter in place	Seven dollars and forty cents, per lineal foot	7.40
Sidewalk removal	Four dollars and five cents, per square yard	4.05
New curbface walk	One dollar and forty cents, per square foot	1.40
New standard walk	One dollar and thirty cents, per square foot	1.30
9" concrete	Eighteen dollars and no cents, per square yard	18.00
Mulch, seeding, & fertilizer	One dollar and no cents, per square yard	1.00
Top soil	Six dollars and fifty cents, per ton	6.50
Private walk to be removed and replaced	Fifteen dollars and seventy five cents, per square yard	15.75
Driveway to be removed and replaced	Seventeen Dollars and fifty cents, per square yard	17.50
Abandon catch basin	Fifty dollars and no cents, per each	50.00
New catch basin (48" w/casting Type "C")	Five hundred Fifty dollars and no cents, per each	550.00
Abandon inlet	Twenty five dollars and no cents, per each	25.00
New 30" inlet w/ casting Type "C"	Three hundred fifty dollars and no cents, per each	350.00
12" R.C.P.	Ten dollars and no cents, per lineal foot	10.00
Manholes to be adjusted	Eighty dollars and no cents, per each	80.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No 5698-1975 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally within 120 working days after Councilmanic Approval and in all respects completed ~~XXXXXX~~ / XXXXXX and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this _____

day of _____, 19_____

CONTINENTAL CONSTRUCTION CO., INC.

BY: *N.J.O'Neal*

ITS: President

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Its Board of Public Works and Mayor.

IMPROVEMENT RESOLUTION NO. 5893, 1975

Rudisill Boulevard curbs, wingwalks and drainage structures to be improved from the west curb line of Harrison Street to the east curb line of Broadway.

RESOLVED BY THE BOARD OF PUBLIC WORKS of the CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to remove and replace curbing, corner wingwalks and restore drainage structures where necessary, on Rudisill Boulevard from the west curb line of Harrison Street to the east curb line of Broadway, and

WHEREAS, this represents the continuing effort of the Board of Public Works of said City to increase property values by maintaining basic improvements and reducing safety hazards to pedestrians, and

WHEREAS, representatives of the Board of Public Works have made detailed inspection of curbs, corner wingwalks and drainage structures within the above described area,

NOW, THEREFORE, BE IT RESOLVED by the Board of Public Works of said City that all curbs, corner wingwalks and drainage structures so designated by above representatives shall be removed and replaced, all in accordance with details, drawings and specifications on file in the office of said Board of Public Works and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne, Indiana and that no special benefits will accrue to any property adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana from appropriate funds.

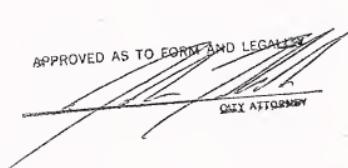
ADOPTED, this _____ day of _____, 1975.

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

ATTEST: _____

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY



GUARANTY BOND

X^m All men by these presents, That we -----
-----CONTINENTAL CONSTRUCTION CO., INC.----- Contractors
as principal, and AMERICAN STATES INSURANCE COMPANY of INDIANAPOLIS, INDIANA -----
----- as surety
are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of One Hundred Fifty
Nine Thousand Nine Hundred Twenty Six Dollars and Seventy Cents-----

----- \$159,926.70
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said -----

-----CONTINENTAL CONSTRUCTION CO., INC.-----

did on the ----- day of -----

, enter into a contract with the City of Fort Wayne to construct a -----

XX XXXXXXX Res. No. 5698-1976: For
improvement of curbs, wingwalks, and drainage structures on Rudisill Boulevard
from the west curb line of Harrison Street to the east curb line of Broadway.

according to certain plans and specifications, and
for a period of three (3) years
also warranting and guaranteeing the work, material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said -----
CONTINENTAL CONSTRUCTION CO., INC.----- shall faithfully perform and fulfill all the require-
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this ----- day of -----

AMERICAN STATES INSURANCE COMPANY

Edward M. Brown
EDWARD M. BROWN - ATTORNEY-IN-FACT

CONTINENTAL CONSTRUCTION CO., INC. (SEAL)

BY: *M.J. O'Neal*
ITS: President (SEAL)

Approved this ----- day of -----

Board of Public Works.

APPROVED AS TO FORM AND LEGALITY

SAY ATTORNEY

LIABILITY BOND

Know All Men by These Presents, That we _____

-----CONTINENTAL CONSTRUCTION CO., INC.-----

as principal, and AMERICAN STATES INSURANCE COMPANY of INDIANAPOLIS, INDIANA -----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of One Hundred

Fifty Nine Thousand Nine Hundred Twenty Six Dollars and Seventy Cents-----
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

-----(\$ 159,926.70)

The conditions of the above obligation are such, that if the above named party of the first part shall
faithfully comply with the foregoing contract made and entered into the _____

day of _____, with the City of Fort Wayne, Indiana, and shall faithfully fulfill
all the conditions and stipulations therein contained, except the warranty and guaranty of the paving
as to the workmanship, material and conditions for the period of three (3) years, according to the
true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and re-
main in full force and virtue in law and in the event the said City shall extend the time for the comple-
tion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this _____ day of _____

AMERICAN STATES INSURANCE COMPANY

Edward M. Brown
EDWARD M. BROWN - ATTORNEY-IN-FACT

CONTINENTAL CONSTRUCTION CO., INC. (SEAL)

BY: *M.J.O. Neill* (SEAL)
ITS: President (SEAL)

Approved this _____ day of _____

Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

JULY 31, 1975.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

American States Insurance Company

INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted

and appointed, and does by these presents make, constitute and appoint _____

-----PAUL A. LOHSE, EDWARD M. BROWN, THEODORE KORTZ and HAYES L. POTTER-----

(Jointly or Severally)

of Fort Wayne and State of Indiana

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings,

provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed ONE MILLION AND NO/100----(\$1,000,000.00) DOLLARS-----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President,

attested by its Assistant Secretary and its corporate seal to be hereto affixed this 30th day of May

A. D. 1975

AMERICAN STATES INSURANCE COMPANY

(SEAL)

By William M. Evans

Second Vice-President

ATTEST: Stanley L. Riegel

Assistant Secretary

STATE OF INDIANA } SS:
COUNTY OF MARION }

May

On this 30th day of May, A. D. 19 75, before me personally came

William M. Evans

to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say: that he is Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name

thereto by like order. And said William M. Evans further said that he is acquainted with Stanley L. Riegel and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

January 10, 1977

(My Commission Expires)

Debra Key Driscoll

Notary Public

STATE OF INDIANA } SS:
COUNTY OF MARION }

I, Stanley L. Riegel, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of American States Insurance Company at a meeting duly called and held on the 15th day of December 1972.

"RESOLVED: That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Section 7.07 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the company surety bonds, underwriting undertakings or other instruments described in said Section 7.07, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this

day of _____, A. D. 19_____.

(SEAL)

Form 9-1459 (12-72)

Stanley L. Riegel
Assistant Secretary

The above and foregoing shall be the minimum prevailing wage scale for this position.

IN RE:

WAGE SCALE

CODE: S-SKILLED
 SS-SMIL SKILLED
 US-UNSKILLED
 IF-INDUSTRIAL FUND
 PW-PER WORK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE PROJECTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF JULY, AUGUST AND SEPTEMBER OF, 1975.

In accordance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION	CLASS	RATE PER HR.	H.W.	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	10.55	35¢	55¢			31f
BOILERMAKER	S	10.05	50	1.00		1¢	
BRICKLAYER	S	9.29	30	25		1	
CARPENTER (BUILDING) (HIGHWAY)	S	8.73		67		4	21f
	S	9.01	47	40		5	21f
CEMENT MASON	S	8.70	40				
ELECTRICIAN	S	9.50	30	17+30		4	
ELEVATOR CONSTRUCTOR	S	8.77	44½	29	77	2	
GLAZIER	S	8.24	12		25	4	35Cholda
IRON WORKER	S	10.20	65	80		1	21f
LAECKER (BUILDING) (HIGHWAY) (SEWER)	S-SS US	6.25-6.65	35	35		9	
	S-US-SS	5.90-6.05	35	35		7	
	S-US-SS	6.25-7.33	35	30		7	
LATHER	S	8.20		25		1	31f
HILLWRIGHT & PILEDRIVER	S	9.06		67		4	21f
OPERATING ENGINEER (BUILDING) (HIGHWAY) (SEWER)	S-SS US	7.20-9.90	40	40		5	
	S-SS-US	6.96-9.10	40	40		6	
	S-SS-US	7.07-9.27	40	40		5	
PAINTER	S	7.75-8.75	37	35		10	6misc.
PLASTERER	S	8.40	40				
PLUMBER & STEAMFITTER	S	9.90	30	65		7	41f
MOSAIC & TERRAZZO GRINDER	S	6.65-8.85					
RCOFER	S	8.75		10			
SHEETMETAL WORKER	S	9.89	40	35		4	131f
TEAMSTER (BUILDING) (HIGHWAY)	S-SS US	7.36½-8.3½	18pw	14.5pw			
	S-SS-US	7.16-7.70	17.50pw	10.50pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or subcontractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 2 DAY OF July, 1975

Wayne T. Koehler
 REPRESENTING GOVERNOR, STATE OF INDIANA
Clair C. Gould, Jr.
 REPRESENTING THE AWARDED AGENT

Frank M. Rice
 REPRESENTING STATE A.F.L. & C.I.O.

DIGEST SHEET

S-75-08-49✓

TITLE OF ORDINANCE Special Ordinance

- DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Covers contract with Continental Construction in amount of \$159,926.70 for Resolution 5698-1975, construction of curbs and wingwalks on Rudisill Boulevard.

SEE "PRIOR APPROVAL" AND BID TABULATION ATTACHED

EFFECT OF PASSAGE Replacement of deteriorated curbs.

EFFECT OF NON-PASSAGE SEE PRIOR APPROVAL.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) \$159,926.70

ASSIGNED TO COMMITTEE bd of wks ps.